



## City of Roanoke Invitation to Bid

Date: \_\_\_\_\_, 2005

Bid Number: <b>05-03-08</b>  <b>Courtroom Furniture</b>		Bid Opening Date: <b>April 20, 2005</b>		
		Bid Opening Time: <b>2:00 p.m.</b>		
«Vendor_Name» «Vendor_ContactName» «Vendor_Address» «Vendor_City» «Vendor_State» «Vendor_Zip»				
Legal Name of Bidder:				
Mailing Address:				
Terms:				
Delivery:				
Telephone:		E-mail:		
Acknowledge each addendum received:	# Date	# Date	# Date	# Date
Printed name of authorized person submitting bid:				
Signature:		Date:		
Issued by:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave SW, Room 353 Roanoke, VA 24011		Vincent Greenan, Senior Buyer Phone: 540-853-5646 Fax: 540-853-1513 Email: <a href="mailto:vincent.greenan@roanokeva.gov">vincent.greenan@roanokeva.gov</a>	

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

**No bid may be withdrawn within a period of sixty (60) days after bid opening except for clerical errors, part (i) of Section 2.2-4330(A), Virginia Code, 1950, as amended.**

**The City reserves the right to cancel or reject any or all bids and to waive any informalities in any bid.**

This Invitation to Bid consists of these parts:

1. Specifications/Instruction for Bidders
2. Bid Form (Attachment A)
3. Sample Terms/Conditions (Attachment B)

## **SPECIFICATIONS FOR BID**

### **SECTION 1. PURPOSE.**

The Roanoke City Juvenile and Domestic Relations Court is in need of certain courtroom furniture to replace existing furniture that is past its useful life. The furniture to be procured must match existing functional furniture in the court.

### **SECTION 2. SCOPE OF SERVICES.**

The following are the items that the Successful Bidder will be required to provide to the City: Forty-nine specific brand name and style of chairs as delineated on the Bid Form.

### **SECTION 3. ADMINISTRATIVE MATTERS.**

General and/or technical questions regarding the Invitation to Bid may be directed to Vincent Greenan, Senior Buyer, at (540) 853-2871, or faxed to (540) 853-1513.

### **SECTION 4. DELIVERY/PAYMENT FOR GOODS.**

Delivery of goods shall be ninety days after purchase order award or Notice to Proceed. Payment to the Successful Bidder shall be made within 30 days after receipt of invoice and approval of such invoice by the City.

### **SECTION 5. GENERAL INSTRUCTIONS TO BIDDERS.**

- A. Sealed Bids, to be considered, must be received by the City of Roanoke in the Purchasing Division, 215 Church Avenue, S.W., Noel C. Taylor Municipal Building, Room 353, Roanoke, Virginia 24011, before 2:00 p.m., local time, on \_\_\_\_\_, at which time all bids received will be publicly opened and read. Bids received at 2:00 p.m. or later will not be accepted or considered. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the bids. **N.B. It is the intent of the City to award to only one bidder for all items.**

The mailed envelope shall be clearly marked on the front of that envelope, the notation and completed information as follow: **"Sealed Bid Number: \_\_\_\_\_"**

**Opening Date: \_\_\_\_\_ and Time: \_\_\_\_\_**  
(Bidder to insert correct date) (Bidder to insert correct time)

**FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.**

- B. **If you download this ITB from the City website, and intend to submit a bid, you must notify Purchasing that you should be added to the list of entities having received a copy of the ITB and want to receive any addenda issued. The City is not responsible for any ITB obtained from any source other than the City, and may not accept bids from those who fail to notify the City of their intent to submit a bid. Contact Purchasing by phone at 540.853.2871, by fax at 540.853.1513 or by email at [purchasing@roanokeva.gov](mailto:purchasing@roanokeva.gov).**
- C. Payment terms and delivery date(s) must be shown on the submitted bid, if applicable.

- D. All bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this Invitation to Bid (ITB).
- E. Bids are to be on the Form as provided by or as otherwise specified in this ITB. If a Bid Form is provided, no changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.
- F. All bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person must be shown as well. Any bid submitted must be submitted in the complete legal name of the Bidder responding. No bid will be considered from any Bidder not properly licensed as may be required by law.
- G. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia §2.2-4330 which allows withdrawal of a bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid. Withdrawal must be requested within two days of the bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid.
- H. All bids, appropriately received, will be evaluated by considering the requirements set forth in the ITB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this bid.
- I. Bids are to be submitted on the brand, make and kind of product or service requested. No substitutes are allowed.
- J. If an award is made for the item(s) or services requested, a notice of award will be made which will be posted to a file in the City's Purchasing Division, Room 353, telephone no. 540-853-2871, and notification of such award will be made available for Public view in the lobby of the Noel C. Taylor Municipal Building, 215 Church Ave., S.W., Roanoke, VA. 24011. Purchase Orders, when awarded to the Successful Bidder(s), will be issued and sent to the address shown on their bid response. Upon completion of the purchase order, payment will be made only to the Successful Bidder at the address as shown on the purchase order. If the remittance address is other than the address on the bid, it must be clearly noted and explained in your bid. Purchase Order(s) will be paid only when the items and/or services have been supplied to and approved by the City.
- K. All items, identified in this Invitation to Bid, are to be quoted and provided **F.O.B. DESTINATION-INSIDE DELIVERY**. All furniture items are to be put together and set in place.
- L. The City reserves the right to cancel or reject any or all bids, to waive any informalities in any bid and to purchase any whole or part of the items or services listed in the ITB.

- M. It is the policy of the City of Roanoke to maximize minority and women-owned business enterprises participating in all aspects of City contracting opportunities.
- N. **The attention of each Bidder is directed to VA Code 54.1-1100 et seq. which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Each Bidder shall so state on the Bid Form or in its response, if no Bid Form is provided, whether it has a VA license under such sections and, if so, the type of license and/or license number.**
- O. **Bid Submittals shall include:**
1. **Page 1, Invitation to Bid Coversheet**
  2. **Page 8, The Bid Form (Unit Cost shall include all labor, material, overhead and profit.)**

**Failure to do so may result in the bid being determined as nonresponsive.**

Questions or concerns may be addressed by contacting the Purchasing Division at (540) 853-2871. Reply To:

**City of Roanoke Purchasing Division  
Noel C. Taylor Municipal Building  
215 Church Avenue SW, Room 353  
Roanoke, Virginia 24011**

## **SECTION 6. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.**

To determine the lowest responsive and responsible bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the City may be considered:

- A. Total extended bid price for all items as set forth on the Bid Form.
- B. The specified terms and discounts of the Bid;
- C. The ability, capacity and skill of the Bidder to perform the contract or provide the service required;
- D. Whether the bidder can perform the Contract or perform the service promptly, or within the time specified, without delay or interference;
- E. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- F. The quality of performance of previous contracts or services;
- G. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract, purchase or service;
- H. The equipment and facilities available to the Bidder to perform the Contract or provide the service, and/or items.
- I. The sufficiency of the financial resources and ability of the bidder to perform the Contract or provide the service, and/or items.
- J. The quality, availability and adaptability of the supplies, materials, equipment or services to the particular use required;
- K. The ability of the Bidder to provide future maintenance, parts and service for the use of the subject of the purchase or Contract;
- L. The conditions, if any, of the bid;
- M. Bids shall be evaluated based on the requirements set forth in this Invitation to Bid, and other criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery,

suitability for a particular purpose and life cycle cost. The City, in its sole discretion, may elect to waive an informality in any Bid.

## **SECTION 7. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED.**

The following applies to the Successful Bidder:

1. During the performance of the contract, the Successful Bidder agrees as follows:
  - a. The Successful Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Successful Bidder, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Successful Bidder will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

## **SECTION 8. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR.**

All public bodies shall include in every contract over ten thousand dollars (\$10,000.00) the following provisions:

The following applies to the Successful Bidder:

During the performance of the contract, the Successful Bidder agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Successful Bidder's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Successful Bidder that the Successful Bidder maintains a drug free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousands dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, a drug free workplace means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **SECTION 9. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.**

If the bid by the lowest responsive and responsible bidder exceeds available funds, the City reserves the right to negotiate with the apparent low bidder pursuant to §2.2-4318 Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are that the appropriate City officials shall determine that the lowest responsive and responsible bid exceeds available funds

and notify such bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the City, in the sole discretion of the City.

#### **SECTION 10. BID AWARD.**

If an award of a contract is made, it will be made to the lowest responsive and responsible Bidder(s) and notice of the award or the announcement of the decision to award will be made by posting a notice of such award or announcement in the foyer area of the 2<sup>nd</sup> Floor of the Noel C. Taylor Municipal Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011. The City reserves the right to award to multiple Bidders.

#### **SECTION 11. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

#### **SECTION 13. PROTESTS.**

Any Bidder who wishes to protest or object to any award made or other decisions Pursuant to this ITB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section.

**(Remainder of page intentionally left blank)**

**ATTACHMENT A**  
**To**  
**ITB #05-03-08**

**BID FORM**

<b><u>Item #</u></b>	<b><u>Qty</u></b>	<b><u>U/M</u></b>	<b><u>Product ID#</u></b>	<b><u>Description</u></b>
1	31	ea.	AN2800U	(JSI) Anthem Series Management Swivel Chair, Loop Arm, Pneumatic Lift, Swivel Tilt, Black Poly Base/Arms, Fabric: Maharam Fortis 403402/015 "Spectra Green". Seat has two layers of plywood and 3-1/2" high density polyurethane padding; back has two layers of plywood and 3-1/4" high density polyurethane padding, casters.
2	3	ea.	AN2800UJB	(JSI) Anthem Series Management Jury Based Swivel Chair, Loop Arm, Swivel Tilt, Black Poly Base/Arms, Fabric: Maharam Fortis "Spectra Green". Seat has two layers of plywood and 3-1/2" high density polyurethane padding; back has two layers of plywood and 3-1/4" high density polyurethane padding, casters.
3	12	ea.	2304	(Hon) Guest Chairs, Open Arms, Leg Base, Grade 4 Upholstery Code BB90. Mahogany Finish.
4	3	ea.	112-7ES	(Hon) Judges Chair, Cushion Seat, Pillow Back, Black leather upholstery, Mahogany Finish, Sagefield Leather.

**N.B. NO SUBSTITUTES**

<b>Item No.</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Extended Price</b>
1	\$ _____	31	\$ _____
2	\$ _____	3	\$ _____
3	\$ _____	12	\$ _____
4	\$ _____	3	\$ _____

**TOTAL PRICE**      \$ \_\_\_\_\_

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the City as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

The attention of each Bidder is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder \_\_\_\_ does have \_\_\_\_ does not have a Virginia Contractor's License. (Check appropriate block)

If Bidder has a Virginia Contractor's License, circle the class Bidder has and list the number. Licensed "Class A", "Class B", or "Class C" Virginia Contractor Number \_\_\_\_\_

If Bidder has another type of Virginia License, please list the type and number:

Type of license \_\_\_\_\_ and number: \_\_\_\_\_.

Bidder is a \_\_ resident or \_\_ nonresident of Virginia. (Check appropriate blank. See VA Code sections 54.1-1100, et seq.

The undersigned hereby agrees, if this bid is accepted by the City, to provide the services and/or items in accordance with this Invitation to Bid and to execute a contract for such services and/or items.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title



## **ATTACHMENT B**

**To ITB# 05-03-08  
(Court Furniture)**

### **GENERAL TERMS AND CONDITIONS**

The following Terms and Conditions shall apply to any Contract, Purchase Order, and/or Service Contract that may be issued to the Successful Bidder (Contractor) for the services and/or items referred to in the ITB. The term "Agreement" or Contract" as used in these General Terms and Conditions means any Contract, Purchase Order (PO) and/or Service Contract (SC) that may be issued to the Successful Bidder.

#### **SECTION 1. TERMINATION.**

The City may terminate the resultant Purchase Order, for convenience or for cause, on thirty (30) days written notice to Contractor.

#### **SECTION 2. SCOPE OF WORK.**

The following are the services and/or items the Contractor will be required to provide to the City and/or to meet: Forty-nine specific brand name and style of chairs as delineated in the Description of Goods in the Purchase Order.

#### **SECTION 3. PAYMENT SCHEDULE FOR GOODS.**

Lump Sum payment of \$\_\_\_\_\_ to the Contractor shall be made within 30 days after receipt of invoice and approval of such invoice by the City.

#### **SECTION 4. REGULATIONS.**

The Contractor shall fully comply with all local, state, and federal ordinances, laws, and regulations.

#### **SECTION 5. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED.**

The following applies to the Contractor:

1. During the performance of the contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

#### **SECTION 6. DRUG-FREE WORKPLACE.**

During the performance of this Agreement, the Contractor shall: (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars and no cents (\$10,000.00) so that the provisions will be binding upon each subcontractor or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

#### **SECTION 7. FAITH-BASED ORGANIZATIONS.**

Pursuant to §2.2-4343.1 of the Code of Virginia (1950), as amended, the City of Roanoke does not discriminate against faith-based organizations.

#### **SECTION 8. ENTIRE AGREEMENT.**

These Terms and Conditions together with the ITB, the Successful Bidder's completed Bid Form and any Contract, Purchase Order and/or Service Contract issued to the Successful Bidder represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by the parties.

#### **SECTION 9. SUCCESSORS AND ASSIGNS.**

Except as otherwise specifically provided herein, the terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties.

#### **SECTION 10. NO WAIVER OF TERMS AND CONDITIONS.**

No failure of any party to insist upon strict observance of any provision of this Agreement and no custom or practice of the parties at variance with the terms hereof, shall be deemed a waiver of any provision of the Agreement in any instance.

#### **SECTION 11. GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

#### **SECTION 12. CONSIDERATION SUBJECT TO FUNDING.**

All funds for payments by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City Council of the City of Roanoke. In the event of non appropriation of funds by the City Council of the City of Roanoke for the goods or services provided under this Agreement or substitutes for such goods or services which are as advanced or more advanced in their technology, the City will terminate this Agreement, without termination charge or other liability of the City, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuance of this Agreement, cancellation will be accepted by Contractor or on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City Council of the City of Roanoke shall not be obligated under this Contract beyond the date of termination.

#### **SECTION 13. NO THIRD PARTY BENEFICIARY.**

The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.

#### **SECTION 14. FORUM SELECTION AND CHOICE OF LAW.**

By virtue of entering into this Contract, Contractor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Contract is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

#### **SECTION 15. WARRANTY.**

The Contractor will pass through to the City all applicable manufacturer's warranties for the furniture items procured under this Purchase Order.

#### **SECTION 16. OWNERSHIP.**

Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the ITB shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

**SECTION 17. CAPTIONS AND HEADINGS.**

The section captions and headings are for convenience and reference purposes and shall not affect in any way the meaning or interpretation of this Agreement.

**SECTION 18. NOTICE.**

Any notice, request, or demand given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed duly given only if delivered personally or sent by certified mail, return receipt requested to the addresses stated below.

To the City:

City of Roanoke  
Purchasing Division  
Noel C. Taylor Municipal Building  
215 Church Avenue, S. W., Room 353  
Roanoke, Virginia 24011

To Contractor:

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Notice shall be deemed to have been given, if delivered personally, upon delivery, and if mailed, upon the third business day after the mailing thereof.

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